

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TELECOMMUNICATIONS & ENERGY

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)  
Investigation by the Department on its own motion )  
as to the propriety of the rates and charges set forth )  
in the following tariffs: M.D.T.E Nos. 14 and 17, ) D.T.E. 98-57  
filed with the Department on May 15, 1998 by New )  
England Telephone and Telegraph Company d/b/a )  
Bell Atlantic – Massachusetts )  
\_\_\_\_\_ )

#### PROTECTIVE AGREEMENT

This Agreement is entered into by and between the New England Telephone and Telegraph Company, d/b/a Bell Atlantic-Massachusetts ("Company") and [Party's Name].

WHEREAS, Intervenor and other parties have served Interrogatories upon the Company in the above matter; and

WHEREAS, the Company considers some of the documents and some of the technological, commercial, financial and business information sought in these Information Requests to be proprietary, privileged, highly sensitive, confidential, or in the nature of a trade secret; and

WHEREAS, the Company desires to prevent confidential information from becoming part of the public record in the above matter, in any other Massachusetts Department of Telecommunications & Energy proceeding, in any other proceeding before any regulatory or judicial body or from any other public disclosure; and

WHEREAS, the Company desires to eliminate the possibility of confidential information being disclosed; and

NOW, THEREFORE, the parties subscribing hereto agree as follows:

1. Documents, data, information, studies and other materials furnished pursuant to any interrogatories or requests for information, subpoenas, depositions, or other modes of discovery, that are claimed by the Company to be a trade secret, privileged, proprietary, highly sensitive, or of a confidential nature (hereinafter referred to as "Confidential Information") shall be furnished pursuant to the terms of this Agreement, and shall be treated as confidential by all persons accorded access thereto. No person accorded access to any Confidential Information by reason of this Agreement shall use such information for any purpose other than the purposes

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of preparation for and conduct of this proceeding, and then solely as contemplated herein. Every person accorded access to Confidential Information shall use his or her best efforts to keep the Confidential Information secure and shall not disclose it or accord access to it to any person not authorized by this Agreement.

2. Nothing contained herein shall be construed as requiring the Company to furnish to Intervenor all documents which it designates as Confidential Information, and the Company expressly reserves its right not to disclose certain Confidential Information. By entering into this agreement, Intervenor does not waive its right to object to the Company's reservation of certain documentation. The documents containing Confidential Information, which are made available by the Company to Intervenor subject to this Agreement, will be listed on an Attachment A to this Agreement. Attachment A may be amended and updated as appropriate.

3. Access to and review of Confidential Information shall be had only at designated offices of the Company during regular business hours and only by prearranged appointment. Such appointment shall, to the extent practicable, be arranged at the convenience of Intervenor. Copying shall be permitted only to the extent permitted by paragraph 5 below.

4. Prior to giving access to any Confidential Information to any other person, counsel for Intervenor shall deliver a copy of this Agreement to such person and shall obtain a written agreement in the form attached hereto as Attachment B by which said person shall agree to comply with and be bound by this Agreement. Counsel shall cause a copy of such a written agreement to be delivered to the Company together with identification of the Confidential Information to which said person will be given access. Prior approval of the Company is required before access to Confidential Information is given by counsel for Intervenor. In the event the Company refuses to approve the disclosure of Confidential Information to any individual proposed by Intervenor, the Department of Public Utilities will make a determination of whether that individual may receive and inspect the Confidential Information. In the event the Department of Public Utilities approves disclosure of Confidential Information to an individual whom the Company refuses to approve, counsel for Intervenor agrees not to disclose said Confidential Information to said individual for three (3) business days, to enable the Company to seek a stay or other relief.

5. Upon request, one copy of Confidential Information shall be furnished by the Company to counsel for Intervenor, except for Confidential Information which the Company deems competitively sensitive in which case copying shall not be permitted. No additional copies of Confidential Information shall be made by counsel for Intervenor, except that documents offered in evidence may be copied as necessary for that purpose; and provided further, however, that counsel for Intervenor and other properly designated persons, who have agreed in writing to be bound by this Agreement, may also take limited notes regarding such Confidential Information as may be necessary, solely for the purpose of this proceeding. Such notes shall be treated the same as the Confidential Information from which the notes were taken and shall not be used for any purpose other than the preparation for and conduct of this proceeding.

6. If counsel for Intervenor desires to use or place any Confidential Information on the record in this proceeding, then counsel shall notify the Company at least four (4) business days prior to introduction of the documents to be used, or, in the case of cross-examination, as soon as practicable, but in no event less than twenty-four (24) hours in advance. The Company will notify counsel for Intervenor at least two (2) business days prior to the proposed introduction of the documents, or, in the case of cross-examination, as soon as practicable, but in no event less than twelve (12) hours in advance, which portion, if any, of the documents so identified shall be placed in a sealed record. Documents, or any portion thereof, not designated to be placed in a sealed record shall be available for use in the public record.

7. This Agreement shall in no way constitute any waiver of the rights of any party at any time to contest any assertion or to appeal any finding that specific

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information is or is not Confidential Information or that it should or should not be subject to the protective requirements of this Agreement. The parties hereto retain the right to question, challenge, and object to the admissibility of any and all Confidential Information furnished under this Agreement on any available grounds, including but not limited to competency, relevancy, and materiality. Any party at any time may seek by appropriate pleading to have documents submitted under the protective order removed from coverage of such order. In the event the Hearing Officer should rule that any information is not appropriate for inclusion in a sealed record, the parties agree that at the request of the Company and to enable the Company an opportunity to seek a stay or other relief, they will not use such information in the public record for three (3) business days.

8. Upon completion of this proceeding, including administrative or judicial review thereof, all Confidential Information furnished under the terms of this Agreement shall be returned to the Company. Any notes taken with regard to such information shall be destroyed and counsel for Intervenor shall advise the Company in writing when this has been done. Confidential Information made part of the record in this proceeding, if any, shall continue to be subject to the protective requirements of this Agreement.

9. Each party to this Agreement warrants that it will act in good faith and will not do anything to deprive the other party of the benefit of this Agreement.

10. This Agreement may be amended or modified only by a writing signed by the parties; provided, however, that Attachment A may be amended and updated as appropriate.

Consented to:

NEW ENGLAND TELEPHONE

AND TELEGRAPH COMPANY,

d/b/a BELL ATLANTIC-MASSACHUSETTS

By: \_\_\_\_\_

Bruce P. Beausejour, Esquire

[PARTY' S NAME]

By: \_\_\_\_\_

Dated:

ATTACHMENT A

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TELECOMMUNICATIONS & ENERGY

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DOCUMENTS SUBJECT TO THIS AGREEMENT

ATTACHMENT B

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TELECOMMUNICATIONS & ENERGY

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\_\_\_\_\_ )

I, \_\_\_\_\_ (name) serve as \_\_\_\_\_  
(advisory capacity) to \_\_\_\_\_ (party) in the above proceeding before  
the Department of Telecommunications and Energy. In connection with the work done  
for \_\_\_\_\_ (party), I am given access to certain confidential material  
of the New England Telephone and Telegraph Company provided under a Protective  
Agreement. A copy of the Protective Agreement consented to and executed by counsel  
in this proceeding has been delivered to me. I have read this Agreement and agree to  
comply with and be bound by its terms.

\_\_\_\_\_

Dated: \_\_\_\_\_